

VIRGINIA EMPLOYMENT COMMISSION

MEMORANDUM TO:

DATE 1/16/2008

Florida <u>X</u>	North Carolina <u>X</u>	Kentucky <u>X</u>	Pennsylvania <u>X</u>
Texas <u>X</u>	South Carolina <u>X</u>	West Va. <u>X</u>	Maryland <u>X</u>
Georgia <u>X</u>	Puerto Rico <u>X</u>	Delaware <u>X</u>	Other <u>Alabama</u>

FROM: Rural Services Manager  
Virginia Employment Commission  
P. O. Box 1358  
Richmond, Virginia 23211

SUBJECT: Request for Extension of Clearance Order No. 90036

Extension is requested for the 1 cop(ies) of the order which is/are attached,

dated 1/16/2008 for 10, Farmworker, Field Crop II 404-687-010  
(No. of Openings) (Occupational Title and Code)

to be sent to the offices of your choice.

COMMENTS: Please indicate below the action taken by your office.

Michelle Abraham  
(signature)

\* \* \* \* \*

DATE \_\_\_\_\_

The above request has been reviewed and action taken as indicated below:

ACCEPTED \_\_\_\_\_ Location(s) to which extend:

REJECTED \_\_\_\_\_ Reason for Rejection: \_\_\_\_\_

COMMENTS:

Number of additional copies required. \_\_\_\_\_

\_\_\_\_\_  
(signature)

**Agricultural and Food Processing Clearance Order**  
**Pedido de Empleados para Agricultura y Procesamiento de Alimentos**

**U.S. Department of Labor**  
**Employment and Training Administration**



O.M.B. Approval No. 1205-0134, Expires 08/31/2009

1. Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono) Samuel M. Giles, Giles Tobacco Farms, 673 W. Giles Road, Chatham, VA 24531 (434) 432-8347		Industry Code / Código de Industria: <b>111910</b> Job Order # / No. Orden de Empleo: <b>VA-90036</b> Occupational Title and Code / Título Ocupacional y Código: <b>Farmworker Fieldcrop 404.687.610</b> Clearance Order Issue Date / Fecha de Tramite: <b>1116108</b> Job Order Expiration Date / Fecha de expiración: <b>07-08-08</b> 6. Anticipated Period of Employment / Periodo Anticipado de Empleo From/ Desde: <b>03/14/08</b> To / Hasta <b>11/01/08</b>																
2. Location and Direction to Work Site / Dirección del lugar de trabajo Location: 673 W. Giles Road, Chatham, VA 24531 Rt 29 N from Danville, VA; 10 miles, take left on road 703 for approx 3 miles right on road 823 for approx 1/2 mile; left on road 824 (W Giles Road) go 1 mile. Work site on right. (see attachment / para más detalles vea _____)		7. No. of Worker's Requested / No. de Trabajadores Pedidos: <b>10</b> 8. Anticipated Hours of Work per Week / Horas Anticipadas de Trabajo por Semena <table style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">Total:</th> <th style="text-align: right;">40</th> </tr> <tr> <td>Sunday / Domingo</td> <td>Wednesday / Miércoles</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Monday / Lunes</td> <td>Thursday / Jueves</td> <td style="text-align: right;">7</td> </tr> <tr> <td>Tuesday / Martes</td> <td>Friday / Viernes</td> <td style="text-align: right;">7</td> </tr> <tr> <td></td> <td>Saturday / Sábado</td> <td style="text-align: right;">5</td> </tr> </table>		Total:		40	Sunday / Domingo	Wednesday / Miércoles	7	Monday / Lunes	Thursday / Jueves	7	Tuesday / Martes	Friday / Viernes	7		Saturday / Sábado	5
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Monday / Lunes	Thursday / Jueves	7																
Tuesday / Martes	Friday / Viernes	7																
	Saturday / Sábado	5																
3. Location and Description of Housing / Dirección y Descripción de la Vivienda Block building with concrete floor located at 624 Green Rock Road, Chatham, VA 24531. Housing is heated by propane & space for 10 persons. Housing will be clean and in compliance with ETA 20 CFR 654 Housing Standards. Has complete furnishings with appliances. Worker will be responsible for maintaining housing in a neat & clean manner. Reasonable repair cost of damage, other than that caused by normal wear & tear, will be charged to the worker who is found to be responsible for damage to housing and/or furnishings. Housing & utilities are provided at no cost to workers who are unable to return to their place of residence the same day. See Attachment 1, Item 3 & Attachment 2 (see attachment / para más detalles vea _____)		9. Collect Calls Accepted/Se Aceptan Llamadas a Cobrar: Employer / El Empleador: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Local Office/Oficina Local: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																
4. Board Arrangements / Arreglo de Alojamiento Workers will purchase ingredients and prepare own meals. Employer will furnish free & convenient cooking & kitchen facilities so that worker may prepare own meals. Employer will provide cooking, food preparation, & serving utensils at no cost to the workers. Employer will provide transportation to assure worker access to stores where one can purchase groceries if the employer is providing cooking & kitchen facilities. (see attachment / para más detalles vea _____)																		
5. Referral Instructions / Instrucciones para el Referimiento de Candidatos The referral under this job order is to be made to the Danville, VA local office of the Virginia Employment Commission utilizing the America's Job Bank for out-of-state referrals. The address of that office is Virginia Employment Commission Workforce Center, PO Box 11087, 165 Deer Run Road, Danville, VA 24540; Telephone (434) 791-5291. (see attachment / para más detalles vea _____)																		
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be included inside this box] To perform various duties associated with the production of tobacco such as cultivating, preparing rows for planting, planting, fertilizing, harvesting, spraying, loading & unloading of tobacco bales. (continued - See Attachment 1 Item 10) (see attachment / para más detalles vea _____)																		
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must be included inside this box] (see attachment / para más detalles vea _____)																		
11. Wage Rates, Special Pay Information and Deductions / Tarifa de Pago, Información Sobre Pagos Especiales y Deducciones (Rebajas)																		
Crop Activities / Cultivos	Hourly Wage Salario por Hora	Piece Rate / Unit(s) Pago por Pieza / Unidad(es)	Special Pay (bonus, etc.) Pagos Especiales (Bono, ect.)	Deductions / Deducciones	YES SI	NO	Pay Period Periodo de Pago											
Farm Worker	\$ 9.02*	\$ NA	NA	Social	X		Weekly / Semanal											
	\$	\$		Federal Tax Impuestos Federales	X		X											
	\$	\$		State Tax Impuestos Estatales	X		Bi-weekly / cada 2 sem.											
	\$	\$		Meals (comidas)		X												
	\$	\$		Other (specify)/ Otro		X	Other / Otro											
More Details About the Pay/Más Detalles Sobre el Pago * or Applicable AEWR See Attachment 1 Item 11 (see attachment / para más detalles vea _____)																		
12. Transportation Arrangements / Arreglos de Transportación (Please explain) Employer does not advance transportation or subsistence pay from place of recruitment to place of employment. (See Attachment 1 Item 12) (see attachment / para más detalles vea _____)																		
13. Is it the prevailing practice to use Farm Labor Contractors (FLC) to recruit, supervise, transport, house, or pay workers for this (these) crop activity(ies)? Es la costumbre en el area de usar Contratistas Agricolas para reclutar, supervisar, transportar, dar vivienda, ó pagarle a los trabajadores en este/estos tipo(s) de cosecha(s)/sembrado(s)? Yes/Si <input type="checkbox"/> No <input checked="" type="checkbox"/> If you have checked yes, what is the FLC wage for each activity?/Si contesto "Si," cual es el salario que le paga al Contratista Agrícola para cada actividad?																		
14. Unemployment Insurance provided / Seguro por Desempleo: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																		
15. Workers' compensation insurance provided / Indemnización por accidente de trabajo: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																		
16. Are tools provided at no charge to the workers? / ¿Se le proveen las herramientas de trabajo a los trabajadores sin cargo alguno? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>																		
17. List any arrangements which have been made with establishment owners or agents for the payment of a commission or other benefits for sales made to workers. (If there are no such arrangements, enter "None")/Indique todo acuerdo o convenio con los propietarios del establecimiento o sus representantes con respecto al pago de una comisión u otros beneficios por ventas hechas a los trabajadores. (Si no hay ningún acuerdo o convenio, indique "Ninguno") None																		
18. List any strike, work stoppage, slowdown, or interruption of operation by the employees at the place where the workers will be employed. (If there are no such incidents, enter "None")/ Enumere todo huelga, paro o interrupción de las operaciones por parte de los empleados en el lugar de empleo. (Si no hay, indique "Ninguno") None																		
19. Address of Order Holding Office (include Telephone number)/Dirección de la Oficina donde se Radicó la Oferta (incluya número de teléfono) Virginia Employment Commission Workforce Center; PO Box 11087; 165 Deer Run Road; Danville, VA 24540				20. Name of Local Office Representative (include direct dial telephone number) / Nombre del Representante de la Oficina Local (Incluya numero de telefono) Mr. Lafe Lindsey (434) 791-5291														
21. Employer's Certification: This job order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. Certificación del Empleador: Esta orden de trabajo describe los términos y condiciones de trabajo y contiene todos los materiales, terminus, y condiciones ofrecidos. Employer's Signature & Title/ Firma y Título del Empleador																		

Samuel M. Giles, Owner

*Samuel M. Giles*

*1-9-08*

READ CAREFULLY: In view of the statutorily established basic function of the Employment Service as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the ETA nor the State agencies are guarantors of the accuracy or truth-fullness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the One-Stop Career Center constitute a contractual job offer to which the One-Stop Career Center, ETA or a State agency is in any way a party.

LEASE CUIDADOSAMENTE: En vista de su función básica establecida estatutariamente el Servicio de Empleo es un intercambio gratis de trabajo para juntar a los empleadores y trabajadores que buscan empleo, ni ETA ni las agencias del estado pueden garantizar la verdad y certeza de la información contenida en la Orden de Trabajo sometida por el Empleador. Tampoco, ninguna orden de trabajo aceptada o reclutada por el Servicio de Empleos constituye una oferta contractual de la cual ETA ni la agencia del Estado son parte

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligation to reply to these requirements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

## **ATTACHMENT 1 for Samuel M. Giles, Giles Tobacco Farms**

(Used for further detail of ETA 790; Item numbers below correlate to item numbers on ETA 790)

Page 1

### **Item 3 – Location & Description of Housing**

Housing is a block building with concrete floors located at 624 Green Rock Road, Chatham, VA 1.5 miles from the farm operation @ 673 W. Giles Road, Chatham, VA 24531.

### **Item 10 – Job Specifications**

Workers will perform various duties related to production of tobacco to include the preparation of greenhouses for growing of tobacco seeds which includes replacing plastic flooring, cleaning & seeding of plant trays, applying fertilizer and pesticides, maintaining proper greenhouse environmental conditions to include monitoring of house temperatures to promote plant growth. Workers will cultivate fields, prepare rows for planting, plant tobacco, apply fertilizer and spray pesticides as necessary. Workers will remove tops and suckers by hand. Once plants reach maturity, leaves will be pulled from plants and then transported to the barn site. At the barn site, leaves will be placed in tobacco barns.

Once tobacco has been properly cured, it will be removed from barns, and baled into containers that hold up to 800lbs of cured tobacco. These bales are then lifted by electric hoist & placed on truck for transport to a warehouse.

General Conditions Applicable to All Crops: Work begins at an assigned time shortly after daylight. Work is performed under wet, humid conditions during light rain, cold temperatures, and excessive heat. Workers will work and perform repetitive tasks on their feet in bent and stooped positions for long periods of time pulling mature leaves from the tobacco plants that are from two (2) to ten (10) inches from the ground. Workers will use muscles to lift, push, pull, or carry heavy objects such as flats, tobacco trailers, and racks going in & out of tobacco barns. All of the tasks in this job description constitute one (1) job; the employer may assign workers to different tasks on any day or to multiple tasks during the same day in the sole judgment of the employer. Workers may be required to perform work on the farm that is incidental to producing the crops such as performing hand weeding or hoeing, greenhouse cleaning and repairing buildings, maintaining grounds, operate tractor/farm equipment, incidental crop setup when needed and movement of irrigation systems and equipment, gardening, etc. Other duties that run concurrently with those described for tobacco include the harvest of hay/straw which requires workers to bend, stoop, and lift bales to load or stack to a truck or trailer. However, this is a minor part of the total percentage of hours worked. In addition, cover crops of soy beans, rye, or wheat are sewn after tobacco harvest to prepare the soil for next year's production of tobacco. This is a very demanding and competitive business in which quality specifications must be rigorously adhered to. Sloppy work cannot and will not be tolerated.

Employer will provide tools and equipment at no cost for workers to perform the above tasks. Workers will be charged for any willful damage to or loss of such tools and equipment.

Full Crop Commitment: This is regular work seven hours per day, Monday – Friday, and five hours on Saturday for the full remainder of the period of employment. The worker agrees to work for assigned employer whenever work is available during the full remaining period of employment even though work may be slack at times. The worker understands that if he quits or is terminated for cause prior to the end of the period of the employment, he will not receive the ¾ guarantees discussed below and will not receive certain transportation reimbursements discussed below.

### **Item 11 – Wage Rates, Special Pay Information and Deductions**

The current Adverse Effect Wage Rate (AEWR) of \$9.02 per hour or the AEWR in effect at the time work is performed, the prevailing hourly rate, or the legal Federal or State Minimum Wage Rate, whichever is highest, is guaranteed to all workers. In the event the US Department of Labor (DOL) promulgates a new AEWR during the recruitment or work contract period that is lower than the current AEWR at the time of application, the employer will pay the newly established AEWR.

Referral Instructions

**Lafe Lindsey - FW: Samuel E. Giles Referral Schedule**

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**From:** "Elaine Trujillo" <etrujillo@nc.rr.com>  
**To:** "Lafe Lindsey" <Lafe.Lindsey@vec.virginia.gov>  
**Date:** 1/17/2008 1:13 PM  
**Subject:** FW: Samuel E. Giles Referral Schedule

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**From:** Elaine Trujillo [mailto:etrujillo@nc.rr.com]  
**Sent:** Thursday, January 17, 2008 12:26 PM  
**To:** 'Lafe Lindsey'  
**Subject:** Samuel E. Giles Referral Schedule

Mr. Lindsey,

Mr. Giles will be available by phone from 9:30 a.m. to 3:30 p.m. Monday – Thursday and from 9:30 a.m. to 11:30 a.m. Friday for interview of referrals through your office.

Thank you for your assistance.

Elaine

The employer guarantees to offer employment for a minimum of three-quarters (3/4) of the workdays of the total specified period during which the work contract and all extensions thereof are in effect beginning with the first work day after worker's arrival at the place of employment and ending on the expiration date specified in the work contract or extensions thereof. In Act of God terminations, the three-quarters (3/4) guarantee period ends on the date of termination. The worker is not required to work more than eight (8) hours per day except when otherwise stated in the job order or on the worker's Sabbath or federal holiday to meet the guarantee period. The employer guarantees the worker the amount the worker would have earned had the worker in fact worked for the guaranteed number of days.

Worker will be paid weekly.

The employer will provide worker who is referred through the Interstate Clearance System forty (40) hours of work for the week beginning with the anticipated date of need unless the employer has amended the date of need by notifying the local office no later than ten (10) days before the date of need. If the employer fails to notify the order holding office, then the employer shall pay an eligible worker who is referred through the Clearance System \$9.02 per hour for the first week starting with the originally anticipated date of need. The employer will require the worker to perform alternative work if the guarantee cited in this section is involved. The alternative work and pay will be \$9.02 per hour for other work related to farm maintenance activities required in operating an agricultural operation. If the worker who is referred fails to notify the order holding office of continued interest in the job at least five (5) days before the date of need, worker will be disqualified from the above mentioned assurance.

The employer will make the following deductions: FICA (X) Federal Taxes (X) State Taxes as applicable.

Eight (8) hours per day is normal. The worker may be requested but not required to work more hours per day and/or on the Sabbath depending upon conditions in the greenhouses and fields. The employer will designate time for lunch and breaks. Worker may be requested to work Saturday and Sunday during peak times and special needs but not required. This requirement pertains to both alien and US workers as per instructions in the H-2A Program Information Booklet.

#### Item 12 – Transportation

The employer will reimburse worker upon completion of 50% of the work contract for transportation and daily subsistence (not less than \$9.52 per day) from the place from which the worker, without intervening employment will come to work for the employer. In addition, those workers paying such transportation and subsistence expenses and who are terminated by the employer as a result of an Act of God (an Act of God shall mean any frost, hail, stones, flood or natural calamity of such character as to make further fulfillment of this contract impossible), and the RA certifies, or as a result of mutual agreement by worker and employer shall be reimbursed the same. All payment aforesaid shall be due on a day not later than the first day subsequent to the completion of the minimum employment period. In the case of termination as a result of an Act of God, the employer will also provide or pay the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment, except when the worker is not returning to the place of recruitment and has subsequent employment with an employer who will bear transportation expenses.

If the worker completes his contract, the employer will provide or pay the cost of return transportation and subsistence enroute from the place of recruitment except when the worker is not returning to the place of recruitment, and has subsequent employment with an employer who will bear transportation expenses.

If the worker voluntarily abandons his employment or is terminated for cause prior to completion of his contract, the employer will not be responsible for providing or paying the cost of return transportation and subsistence enroute from the place of employment to the place of recruitment. All transportation provided by the employer will be by common carrier or other transportation facilities that conform to applicable regulations of the Interstate Commerce Commission. The employer will provide worker transportation from the living quarters to the work site and back each day at no cost to the worker.

### Other Conditions of Employment

Termination: – The employer may terminate the worker with notification to the employment service local office if the worker (a) refuses without justified cause to perform work for which the worker was recruited and hired or (b) commits serious acts of misconduct.

In the event of termination resulting from an Act of God, the employer will provide or pay reasonable costs of return transportation and subsistence to the place of recruitment and reimburse worker for reasonable costs of transportation and subsistence incurred by the worker to the place of employment.

Training: - The only work standards required of any alien or US worker will be that after a three (3) day training period each worker possess the physical capabilities to work in greenhouse produced crops.

Injuries: - Worker will be covered by Workers Compensation Insurance or equivalent employer provided insurance for injuries arising out of and in the course of employment. Employer's proof of insurance coverage will be provided to the Regional Administrator before certification is granted.

Tools, Supplies, & Equipment: Employer will provide without charge all tools, supplies, and equipment to the worker.

Employer Obligation if Employment is Extended: No extension of employment beyond the period of employment specified in the job order shall relieve the employer from paying the wages already earned, or if specified in the job order as a term of employment, providing transportation or paying return transportation expenses to the worker.

Employer Notification of Changes in Employment Terms and Conditions: - Employer will expeditiously notify the Order Holding Local Office or State Agency by telephone immediately upon learning that a crop is maturing earlier or later, or weather conditions, over recruitment or other factors have changed the terms and conditions of employment.

Outreach Workers: Outreach workers shall have reasonable access to the worker in the conduct of outreach activities. The employer agrees to comply by all assurances of 20 CFR 653.107, 20 CFR 653.501, and 20 CFR 655.103.

Work Agreement: - The employer will provide a copy of the contract of Job Clearance Order to the worker no later than on the day the work commences.

Wage Statements: - Employer will furnish the worker on or before each pay period written statements showing the hours actually worked by the worker, the worker's hourly rate of pay, the hours of employment offered including those above the guarantee and total earnings for the pay period. Add deductions will be itemized.

Other: - Worker must have necessary documents to complete INS Form I-9 upon hiring but not prior to the interview. Workers will have up to three (3) days from date of hire to provide I-9 documents.

The employer's anticipated work force equals 10 workers.

## **ATTACHMENT 2 COMMUNITY SERVICES**

Page 1

Pittsylvania County Dept of Social Services

18 Depot Street  
Chatham, VA 24531-3352  
Telephone: (434) 656-8407

Chatham Fire Department

Chatham, VA 24531  
Telephone: (434) 432-7700\  
Emergency: 911

Gretna Police Department

105 S. Shelton Street  
Gretna, VA 24557  
Telephone: (434) 656-6123

Virginia State Police

19255 US Highway 29  
Chatham, VA 24531  
Telephone: (434) 432-7289

Memorial Hospital of Martinsville

320 Hospital Drive  
Martinsville, VA 24112  
Telephone: (276) 666-7237  
Provides inpatient & outpatient emergency care, emergency room service,  
Surgery, and intensive care unit, etc.

Virginia Justice Center for Farm & Immigrant Workers

Tim Freilich, Attorney at Law  
1000 Preston Avenue, Suite A  
Charlottesville, VA 22903  
Telephone: (434) 977-0553 Fax: (434) 977-0558 Toll Free: 1-800-578-8111  
International: 1-800-892-1751



## APPLICATION FOR CONDITIONAL ENTRY

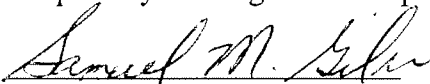
I, Samuel M. Giles of Giles Tobacco Farms, as the employer, agree to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

I hereby request permission for conditional entry into the intrastate/interstate clearance system so that my job order can be transmitted to labor supply states in a timely manner to facilitate the recruitment of workers.

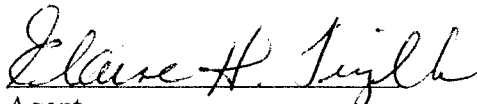
As a condition to placing my order into clearance, I, Samuel M. Giles of Giles Tobacco Farms certify that 30 days prior to occupancy, my housing will meet standards of the US Department of Labor.

I also authorize representatives of the Virginia Employment Service, the Virginia Health Department and/or the US Employment and Training Administration to inspect the housing that I am offering such workers at any reasonable time to verify its condition.

I expect my housing to be occupied by March 14, 2008.

  
Samuel M. Giles, Owner

1-9-08  
Date

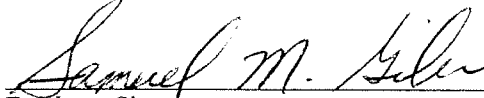
  
Agent

01-09-08  
Date

**EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a)(2)**

The undersigned employer, pursuant to 20 CFR Section 655.101 (a)(2), does hereby authorize Labor Services International, LLC (LSI) to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent, however, is specifically not authorized to accept for interview workers being referred to the job or to make hiring commitments on my behalf. In addition, my agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As the employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

  
Employer Signature

1-9-08  
Date

LSI does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. LSI is neither the employer nor a joint employer of the workers requested, and the individual employer above retains the full power to hire, pay, fire, supervise, and otherwise control the work of all workers requested through the Employment Service. LSI has been specifically authorized not to make hiring commitments on behalf of the employer.

  
By LSI, Elaine H. Trujillo

01-09-08  
Date

State Agency Virginia Employment Commission Agencia Estatal

SUMMARY OF EMPLOYMENT CONDITIONS  
SPECIFIED ON JOB ORDER

SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON  
ESPECIFICADAS EN LA ORDEN DE TRABAJO

1. Order Number: VA-90036
2. Name of Employer: Samuel Giles
3. Location of Employer and Directions:  
673 W. Giles Rd Rt 295 to Rt 703  
Chatham, VA 2453 3 mile Rt 823 1/2 mile  
left Rt 824 (W. Giles Rd)
4. Period of Employment:  
From 3-14-08 To 11-1-08
5. Work Schedule:  
Hours per day 7 and 1/2 Days per week 5 1/2
6. Crop and Pay:

Crop	Hourly Wage	Unit of Production	Piece Rate	Estimated Hourly Wage
<u>Tobacco</u>	<u>902</u>	<u>N/A</u>	<u>N/A</u>	<u>902</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Bonus: N/A

1. Numero de la Orden:
2. Nombre del Empleador:
3. Lugar y Direccion del Empleador:
4. Periodo de Empleo:  
Del \_\_\_\_\_ Al \_\_\_\_\_
5. Horario del Trabajo:  
Horas por dia \_\_\_\_\_ Numero de dias por semana \_\_\_\_\_
6. Cosecha y Pago:

Cosecha	Sueldo por Hora	Unidad de Produccion	Pago por Unidad
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Calculo Anticipado del  
Sueldo por Hora

Pago Adicional: \_\_\_\_\_

7. Work tasks to be performed:  
Regular: Tobacco, field crop,  
cultivation, harvest, irrigation
- Alternate tasks and pay during first week in case of crop delay (see item 12)  
Repair Equipment, Building, grounds  
incidental crops, straw harvest,

7. Labores a desempenar en el trabajo:  
Normales: \_\_\_\_\_
- Labores alternativas y pago por la primera semana en caso de demora en la cosecha (vease punto numero 12): \_\_\_\_\_

8. Transportation provided:

yes ☐ no ☒

9. Housing can accomodate 10 number of people

individual ☒ family ☐

10. Meals:

Provided: yes ☐ no ☒

If yes: Cost per day \_\_\_\_\_

Workers must do their own cooking

yes ☒ no ☐

11. Deductions:

Type	Amount
Social Security	XXX
Income Tax	XXX
Meals	_____
Transportation	_____
Tools & Equipment	_____
Crewleader charges	_____
_____	_____

12. NOTES TO WORKER

A copy of the full job order is available for inspection in this office.

The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by 02-29-08. In order for you to be eligible for this guarantee, you must contact the Job Service office at \_\_\_\_\_

Virginia Employment Commission  
P.O. Box 11087 - 165 Dear Rd RP  
Danville, VA 24540

during the period of 02-08/3-06-08  
Any Job Service office will assist you in doing this.

434-791-5291

Mr. L.J. Lindsey

8. Transportacion Proveida:

si ☐ no ☐

9. Viviendas disponibles para \_\_\_\_\_ person

individuos ☐ familias ☐

10. Comidas Proveidas:

si ☐ no ☐

Si son proveidas, el costo por dia sera \_\_\_\_\_

Los trabajadores tienen que cocinar sus comidas

si ☐ no ☐

11. Deducciones:

Clase	Cantidad
Seguro Social	XXX
Impuestos Sobre Ingresos	XXX
Comidas	_____
Transportacion	_____
Herramientas y Maquinarias	_____
Sumas Cobradas por el Contratista de Trabaja- dores Agricolas	_____

12. NOTAS PARA EL TRABAJADOR

Una copia de la orden completa esta dispon- en esta officina para su inspeccion.

El empleador ha garantizado el pago por su primera semana de empleo, a menos que el notifique al Servicio de Empleos que la fecha de comenzar a trabajar sera atrasada, y que tal notificacion sea a mas tardar el \_\_\_\_\_

Para que Ud. pueda tener derecho a esta garantia de pago, tendra que comunicarse con la Officina del Servicio de Empleos en el \_\_\_\_\_

durante el periodo del \_\_\_\_\_ al \_\_\_\_\_  
Cualquier Oficina del Servicio de Empleos le asistira en hacerlo.